

Invitation for Bid  
No. J08210

To Furnish, Deliver and Install  
a Computer to Plate Imaging  
System  
for The Judiciary, State of Hawaii

January 2008

## NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must however, register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802  
E-mail Address: [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us)

### Provide the following information:

- |                       |                   |                          |
|-----------------------|-------------------|--------------------------|
| • Name of Company     | • Mailing Address | • Name of Contact Person |
| • Telephone Number    | • FAX number      | • E-mail Address         |
| • Solicitation Number |                   |                          |

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### INVITATION FOR BIDS NO. J08210

The Judiciary, State of Hawaii  
January 15, 2008

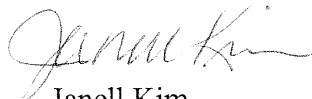
Competitive Sealed Bids to **Furnish, Deliver and Install a Computer to Plate Imaging System for Judiciary, State of Hawaii**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Technical Proposals (Pre-Qualification Form/Brochures) **due on February 1, 2008.**

Priced Offers will be received up to and opened at **2:00 P.M., H.S.T., on February 15, 2008.**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www.courts.state.hi.us/>, go to: General Information, Business with the Judiciary) and must be in accordance with the accompanying instructions. Questions relating to this bid solicitation shall be directed to Mr. Newton Sakamoto, in the Contract and Purchasing Office, at (808) 538-5805, Fax (808) 538-5802, or email [newton.t.sakamoto@courts.state.hi.us](mailto:newton.t.sakamoto@courts.state.hi.us).



Janell Kim

Financial Services Administrator

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## SECTION ONE -SPECIFICATIONS

### 1.1. SCOPE

Work in this contract shall consist of furnishing, delivering and installing a Computer to Plate Imaging System for the Reprographics Center of the Judiciary, State of Hawaii. The Contractor shall be responsible for all costs of labor, tools, equipment, training and other appurtenances necessary to provide equipment.

### 1.2. MINIMUM SPECIFICATIONS

#### PresstekVector TX-52 or equivalent

<b>Imaging Technology</b>	Thin Drum
<b>Laser Technology</b>	Thermal
<b>Media Supply</b>	Single sheet semi-automatic feed
<b>Plate Lengths</b>	14.375" to 19.875"
<b>Plate Widths</b>	13" to 13.375" (330 to 340 mm) 20.063" to 20.87" (510 to 525 mm)
<b>Maximum Image Area</b>	20.87" W to 19.165"L (530 x 487 mm)
<b>Plate Thickness</b>	.006" and .008" (.15 and .20 mm)
<b>Plate Punch</b>	220-425 mm combo plate punch
<b>Resolution/Screening</b>	2400 dpi/Up to 200 line screen or equivalent
<b>Speed</b>	Up to 16 plates per hour or equivalent
<b>Plate Washer/Processor</b>	Integrated water or chemical wash with scrub rollers or equivalent
<b>Register System</b>	Dual internal register pin system
<b>Operating Environment</b>	Daylight-safe, 60-75F (15.5-23.8C); 30-70% Relative humidity (Non-condensing); pressroom or pre-press area
<b>Electrical Requirements</b>	200 to 240 VAC, 50/60 Hz, 20 amp, Single phase; NEMA L6-20R receptacle
<b>RIP (Raster Image Processor Interpreter)</b>	Harlequin or equivalent Interpreter
<b>Core Technology</b>	Harlequin or equivalent Technology
<b>In-RIP Trapping</b>	Trap Zone support or equivalent trapping system with PDF Files
<b>In-RIP Imposition</b>	2up and 4up Simple Imposition system
<b>Remote Job Management</b>	Production Manager software to view and manage jobs remotely
<b>PDF Workflow</b>	RIP Manager or equivalent PDF workflow manager
<b>Input Formats</b>	Postscript, PDF, PDF/X, EPS, Tiff 6.0, 1-Bit Tiff, CIP3

<b>Output Formats</b>	1-Bit Tiff, 8 Bit Tiff, CIP3
<b>Screening</b>	AM Screening based on Harlequin Precision Screening, FM Screening based on Harlequin Dispersed Screening or equivalent
<b>Color Management</b>	Enhanced GUI support for N-Color and Gray profiles, import ICC profiles, and includes industry standard ICC profiles or equivalent color management system

### 1.3. DELIVERY

The Computer to Plate Imaging System shall be delivered **within sixty (60) calendar days** of notice to proceed date to the following location:

Judiciary Reprographics Center  
1111 Alakea Street, 1<sup>st</sup> Floor  
Honolulu, Hi 96813  
Phone: (808) 538-5484 Fax: (808) 538-5488

A representative of the Contractor and the Officer-Charge shall be present at the delivery site for purposes of visual inspection and, if necessary, instruction in the use of equipment. Prior to delivery, Contractor must contact, Mr. Frank Kaanoi to coordinate delivery arrangements.

### 1.4. EQUIPMENT AND WARRANTY/MAINTENANCE

Quality of Product. Equipment offered for purchase shall be new, in good working condition and in accordance with the manufacturer's specifications.

Warranty. The Contractor shall warrant against defects in material and workmanship to include all parts and labor for a minimum period of **one year** from the date of acceptance by the State. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

The warranty service shall be provided on an on-call basis between the hours of 7:45 a.m. - 4:30 p.m. HST, Monday through Friday, excluding State holidays, and for repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

Maintenance. Thereafter, the Contractor shall make available a Full Service Maintenance agreement at the Judiciary's expense. Yearly maintenance charge increases, if any, shall not exceed 5% each year for each extended period.

Full Service Maintenance **shall include but not be limited to lubrication and cleaning as necessary, and parts to keep the equipment in good operating condition.** It shall be the responsibility of the Contractor to provide preventive maintenance inspections in order to preempt downtime. The Contractor shall make all necessary repairs and adjustments of the equipment,

including the replacement of all parts without additional charge to keep the equipment in good working condition in accordance to the manufacturer's standards and specifications. If damaged or worn, the parts will be replaced. There will be no additional labor charges. Contractor shall provide on-call remedial service and shall be within eight (8) working hours after receipt of trouble call. The Contractor shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

Services not included in the Full Service Maintenance are repairs resulting from the deliberate misuse or abuse by Judiciary Personnel.

**END OF SECTION**

## SECTION TWO SPECIAL PROVISIONS

### 2.1. SCOPE

Work included in this contract shall consist of Furnishing, Delivering and Installing a Computer to Plate Imaging System for the Judiciary. All work shall be performed in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001 and Procedural Requirements dated May 2003, by reference made a part hereof and available at the following location or from our website: <http://www2.hawaii.gov/jud>

The Judiciary, State of Hawaii  
Fiscal and Support Services Office  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

### 2.2. OFFICER-IN-CHARGE

Mr. Frank Kaanoi, Judiciary Reprographics Center Supervisor, is designated Officer-In-Charge. The telephone number at which he may be reached is (808) 538-5484.

### 2.3. DELIVERY

The Contractor shall deliver the Computer to Plate Imaging System to the Judiciary Reprographics Center **within sixty (60) calendar days** of notice to proceed date. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in the Special Provisions.

The item to be furnished hereunder shall be delivered and installed to the Judiciary Reprographics Center. Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination.

### 2.4. PROCUREMENT PROCEDURES

This section describes the two-step procurement process. In the first phase, each technical proposal (pre-qualification) will be reviewed and evaluated. Only those Technical Proposals found acceptable in this first phase will be notified to submit a Priced Offer in the Second Phase of the procurement process.

In the second phase, the sealed Priced Offer, submitted by those Offerors qualified under the criteria set forth in phase one will be due on February 15, 2008. The final selection and contract award will be made as detailed in the Method of Award section of these Special Provisions.

The Judiciary reserves the right to determine what is in the best interest of the Judiciary for purposes of reviewing offers submitted in response to this IFB. The Judiciary intends to conduct a comprehensive, fair and impartial evaluation of offers received in response to this procurement.

## 2.5. SUBMISSION OF PROPOSAL

### 2.5.1 Technical Proposal and Priced Offer Due Dates

The Technical Proposal (Pre-Qualification) are due by **2:00 pm HST on February 1, 2008**. Contractors will be notified by the Judiciary of their evaluation of the Technical Proposals. The Technical Proposals that are determined to be acceptable and qualified will be requested to submit three (3) copies (1 original, 2 copies) of their Priced Offer. Completed Price Offers must be submitted no later than **2:00 p.m. HST on February 15, 2008, to:**

The Judiciary, State of Hawaii  
Financial Services Office  
Contracts and Purchasing Branch  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807

Attn: Newton Sakamoto

Timely receipt of offers shall be evidenced by the date and time registered by the Judiciary's Financial Services Office time stamp clock. Offers should be submitted in envelope clearly marked with Bid Number and Title and should include Contractor's name.

**Proposals received after the above specified date and time or at a location other than the location specified above shall not be accepted and shall be returned to the vendor unopened.**

### 2.5.2 Technical Proposal - Phase One

1. All bidders who wish to submit an offer **will be required to complete the first phase of the proposal**. The Bidder will be required to complete each item in Section 3 - Pre-Qualification Form and provide the description of their Computer to Plate Imaging System in detail including any explanation for substitutions.
2. Evaluation Criteria. The intent of this part is to standardize the offers and to allow for comparison of the equipment proposed. The technical phase shall be evaluated as follows:

The technical phase shall not contain any reference to costs or prices to allow evaluation strictly on the basis of technical merit. Failure to comply with this requirement shall be grounds for rejection of the Technical Offer.

### 2.5.3 Price Offer - Phase Two

Bidders shall complete and submit Section 4 - Bid Proposal Form after notification from the Judiciary that their technical proposal is acceptable and they are qualified to proceed.

## 2.6. OFFEROR QUALIFICATION

- 2.6.1 **Experience**: At the time of bidding, offeror shall be a factory authorized distributor or an authorized dealership and fully qualified to service their installed machines, shall have available, both factory-trained technicians and an adequate supply of parts for the repair and maintenance of the machines.



**2.6.2 References.** Offeror shall list two (2) governmental agencies and/or business firms to whom bidder has sold, rented and serviced the manufacturer's Computer to Plate Imaging System. Include at least TWO (2) references which cover the above bidder-installed equipment for which he is providing continuous maintenance under a service contract (agreement). Offeror shall have on staff at time of bid, factory-trained technicians who shall have a minimum of one (1) year experience with maintaining and installing the type of Imaging System bid. The Judiciary reserves the right to contact any of the listed agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the offeror. The Judiciary reserves the right to reject the bid submitted by any offeror who has not provided a Computer to Plate Imaging System and performed services that is similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)

**2.6.3 Local Representative.** Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the maintenance of the Imaging System for the duration of the warranty and maintenance period. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

## **2.7. OFFER PREPARATION**

Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

### **2.7.1. Legal Name**

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

### **2.7.2. Offer Price**

Offer price shall include all costs required to furnish, deliver and install a Computer to Plate Imaging System as outlined in these Specifications. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

### **2.7.3. Proposal Guarantee**

A Proposal Guarantee is not required for this Bid Proposal.

### **2.7.4. Hawaii General Excise Tax License**

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

## **2.8. BID OFFER**

All bids shall be submitted on the forms provided and shall be in accordance with the terms and conditions stated herein.

Bid price(s) quoted shall be based on delivery to destination and shall include all other costs and all applicable taxes. Bids subject to any price increase other than as provided by these special provisions shall not be considered. Offeror's failure to meet this requirement shall result in the rejection of the bid.

If any of the requested information is not furnished in the blank spaces provided on the Offer Form pages, the State will not be able to evaluate the bid item(s). Accordingly, the bid item(s) shall be non-responsive and shall not be considered for award as no bidder will be allowed to furnish missing information after bid opening.

Bid shall also include warranty maintenance of equipment. Bidder must bid on all items to qualify for award.

Brand Name and Number. Bidders shall provide the exact brand or manufacturer name and exact product model number, order number or other identifier(s) for each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the bid item. If additional space is needed to provide complete product information, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder's offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No offeror will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one offeror to have an advantage over any other offeror after exposure of offers.

Brochures and/or Specifications Literature. Offeror shall submit with the bid current brochures and/or specifications literature verifying that the equipment offered conforms to the specifications required. Offeror shall include operating, instructions, and technical manuals for the equipment ordered.

## **2.9. CONTRACT AWARD**

Award, if any, shall be made to the responsible Offeror submitting the lowest Total Bid price to furnish, deliver and install a Computer to Plate Imaging System.

### **2.9.1 HRS Chapter 237 Tax Clearance requirement for award**

Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:

<http://www.state.hi.us/tax/2003/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

**2.9.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at [www.hawaii.gov/labor/formsall.shtml](http://www.hawaii.gov/labor/formsall.shtml) or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6<sup>th</sup> Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

**2.9.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State**

The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**2.9.4 Hawaii Compliance Express**

Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Vendors that elect to use the new HCE services

will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

#### **2.9.5 Timely Submission of all Certificates**

The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

#### **2.10. CONTRACT EXECUTION**

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation and Internal Revenue Service and Certificates of Compliance and Good Standing must be submitted prior to execution of contract (if copies were not included with bid proposal). Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

#### **2.11. PERFORMANCE BOND**

A Performance Bond is not required for this contract.

#### **2.12. INVOICING AND PAYMENT**

Contractor shall submit an original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii  
Administrative Fiscal Office  
1111 Alakea St., 6<sup>th</sup> Floor  
Honolulu, Hi 96813

Section 103-10, Hawaii Revised Statutes, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

**Final Payment Requirements.** In addition to a tax clearance certificate an original "CERTIFICATE OF GOOD STANDING for FINAL PAYMENT" (SPO Form 22) will be required for final payment.

### **2.13. DELIVERY EXTENSION**

If Contractor fails to deliver within the time allowed, liquidated damages as specified shall apply. However, Contractor shall not be held responsible for delay due to reasons beyond its control, provided he notifies the Financial Services Administrator of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions shall not be considered without documentation substantiating that the causes for delay were, in fact, beyond the control of the Contractor. The Judiciary shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

### **2.14. DELIVERY AND SITE PREPARATION**

Delivery of Computer to Plate Imaging System will be completed within sixty (60) calendar days following notice to proceed date.

Contractor shall provide requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. The Judiciary shall at its own expense be responsible for having the site for the Computer to Plate Imaging System cleared and prepared and shall provide the required electrical services.

Any delivery to the point of installation where adequate access is not available, requiring movement of equipment upstairs, through windows, etc. may be quoted by the Contractor as an additional cost, subject to the prior approval and acceptance by the Judiciary. The Judiciary reserves the right to cancel the purchase order without penalty should the agency not accept the additional delivery cost.

The Contractor shall deliver and set the equipment in place, make the final connection between component units and provide performance and safety testing to insure that the equipment is in proper operating condition.

### **2.15. TRAINING OF PERSONNEL**

Contractor shall provide trained personnel qualified to give instructional help in the proper operation of the equipment. This service shall be made available within twenty-four (24) hours after installation and at no additional cost to the Judiciary. Instruction and operation manual(s) for the equipment shall be provided by the Contractor.

### **2.16. TERMINATION FOR CAUSE**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.

6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

#### **2.17. LIQUIDATED DAMAGES**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

#### **2.18. INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

#### **2.19. CONFLICTS AND VARIATIONS**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

### **END OF SECTION**

**SECTION THREE - PRE-QUALIFICATION FORM**  
**Computer to Plate Imaging System**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 2008

Financial Services Administrator  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following Pre-qualification proposal is made in response to the Invitation for Bid to Furnish, Deliver and Install Computer to Plate Imaging System indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location required in the Specifications, all according to the true intent and meaning of the specifications hereinafter contained.

This Pre-qualification proposal contains specifications for the Computer to Plate Imaging System, explanations. It **does not** contain any reference to costs or prices.

Respectfully submitted,

Offeror: \_\_\_\_\_  
(Exact Legal Name of Offeror)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

The specifications listed herein are the minimum requirements. Specifications are for a Presstek Vector TX-52 or equivalent and must meet or exceed the specifications for each item.

Brand or Manufacturer Name and Model Number of Product proposed:

\_\_\_\_\_

Additional Comments are attached: Yes\_\_\_\_\_ No \_\_\_\_\_

Brochures and/or Specification Literature attached: Yes \_\_\_\_\_

<b>Description</b>	<b>Specifications</b>	<b>Vendors Comments* ( do not leave blank)</b>
<b>Imaging Technology</b>	Thin Drum	
<b>Laser Technology</b>	Thermal	
<b>Media Supply</b>	Single sheet semi-automatic feed	
<b>Plate Lengths</b>	14.375" to 19.875"	
<b>Plate Widths</b>	13" to 13.375" (330 to 340 mm) 20.063" to 20.87" (510 to 525 mm)	
<b>Maximum Image Area</b>	20.87" W to 19.165"L (530 x 487 mm)	
<b>Plate Thickness</b>	.006" and .008" (.15 and .20 mm)	
<b>Plate Punch</b>	220-425 mm combo plate punch	
<b>Resolution/Screening</b>	2400 dpi/Up to 200 line screen or equivalent	
<b>Speed</b>	Up to 16 plates per hour or equivalent	
<b>Plate Washer/Processor</b>	Integrated water or chemical wash with scrub rollers or equivalent	
<b>Register System</b>	Dual internal register pin system	
<b>Operating Environment</b>	Daylight-safe, 60-75F (15.5-23.8C); 30-70% Relative humidity (Non-condensing); pressroom or pre-press area	
<b>Electrical Requirements</b>	200 to 240 VAC, 50/60 Hz, 20 amp, Single phase; NEMA L6-20R receptacle	



<b>RIP (Raster Image Processor Interpreter)</b>	Harlequin or equivalent Interpreter	
<b>Core Technology</b>	Harlequin or equivalent Technology	
<b>In-RIP Trapping</b>	Trap Zone support or equivalent trapping system with PDF Files	
<b>In-RIP Imposition</b>	2up and 4up Simple Imposition system	
<b>Remote Job Management</b>	Production Manager software to view and manage jobs remotely	
<b>PDF Workflow</b>	RIP Manager or equivalent PDF workflow manager	
<b>Input Formats</b>	Postscript, PDF, PDF/X, EPS, Tiff 6.0, 1-Bit Tiff, CIP3	
<b>Output Formats</b>	1-Bit Tiff, 8 Bit Tiff, CIP3	
<b>Screening</b>	AM Screening based on Harlequin Precision Screening, FM Screening based on Harlequin Dispersed Screening or equivalent	
<b>Color Management</b>	Enhanced GUI support for N-Color and Gray profiles, import ICC profiles, and includes industry standard ICC profiles or equivalent color management system	

\* Vendor must provide description of each of the items of their proposed system.

**SECTION FOUR - BID PROPOSAL**

**FURNISH, DELIVER AND INSTALL A COMPUTER TO PLATE  
IMAGING SYSTEM  
TO THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 2008

Financial Services Administrator  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following bid proposal is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to FURNISH, DELIVER AND INSTALL A COMPUTER TO PLATE IMAGING SYSTEM TO THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The undersigned represents: **(Check √ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below):

City, State, Zip Code \_\_\_\_\_

Business address (**Hawaii street address**): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Respectfully submitted,

Offeror: \_\_\_\_\_  
(Exact Legal Name of Offeror)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

The following proposal is hereby submitted to furnish, deliver and install a Computer to Plate Imaging System.

**Computer to Plate Imaging System:**

**Brand or Manufacturer Name:** \_\_\_\_\_

**Model No.:** \_\_\_\_\_

**Bid Price\* \$** \_\_\_\_\_

\* BID AMOUNT should agree with Total Bid Price on page 1 of this Bid Proposal Offer Form.  
Total Bid Price shall include all and any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

**Maintenance**

Annual maintenance cost of on-site maintenance agreement: \$ \_\_\_\_\_

**LOCAL AUTHORIZED SALES/SERVICE REPRESENTATIVE**

Company Name	Address	Phone/Fax/email

**REFERENCES**

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished a Computer to Plate Imaging System and performed or is currently performing maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency Name & Contact	Address	Phone/Fax/email